

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of:

Kentucky State District Council of  
Carpenters and the Indiana-Kentucky  
Regional Council of Carpenters, as  
successor-in-interest

Steve Barger

Don Mitchell

Tom Schulz

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FEDERAL ELECTION  
COMMISSION  
OFFICE OF GENERAL  
COUNSEL

CONCILIATION AGREEMENT

1 This matter was generated based upon information ascertained by the Federal  
2 Election Commission ("the Commission") in the normal course of carrying out its  
3 supervisory responsibilities. The Commission found probable cause to believe that the  
4 following persons knowingly and willfully violated 2 U.S.C. § 441b(a) and 11 C.F.R.  
5 §§ 114.2(f) and 110.6(b)(2)(ii)<sup>1</sup>: the Kentucky State District Council of Carpenters  
6 ("KSDCC"); the Indiana-Kentucky Regional Council of Carpenters, solely as successor-  
7 in-interest to KSDCC; Steve Barger; Don Mitchell; and Tom Schulz (collectively,  
8 "Respondents"). The Commission also found probable cause to believe that KSDCC and  
9 the Indiana-Kentucky Regional Council of Carpenters, solely as successor-in-interest to  
10 KSDCC, violated 2 U.S.C. § 431(9)(B)(iii).

<sup>1</sup> The facts relevant to this matter occurred prior to the effective date of the Bipartisan Campaign Reform Act of 2002 ("BCRA"), Pub. L. 107-155, 116 Stat. 81 (2002). All citations to the Federal Election Campaign Act of 1971, as amended ("the Act"), codified at 2 U.S.C. §§ 431 *et seq.*, and all statements of applicable law herein, refer to the Act and the Commission's implementing regulations as they existed prior to the effective date of BCRA.

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1 NOW, THEREFORE, the Commission and Respondents, having duly entered into  
2 conciliation pursuant to 2 U.S.C. § 437(g)(4)(A)(i), do hereby agree as follows:

3 I. The Commission has jurisdiction over Respondents and the subject matter of this  
4 proceeding.

5 II. The Indiana-Kentucky Regional Council of Carpenters is a party to this matter  
6 solely as successor-in-interest to the Kentucky State District Council of  
7 Carpenters. Although the Indiana-Kentucky Regional Council of Carpenters was  
8 not the focus of the Commission's investigation, the Indiana-Kentucky Regional  
9 Council of Carpenters recognizes that it is a respondent herein as successor-in-  
10 interest to KSDCC and is thus bound by this Conciliation Agreement.

11 III. Respondents have had a reasonable opportunity to demonstrate that no action  
12 should be taken in this matter.

13 IV. Respondents enter voluntarily into this agreement with the Commission.

14 V. The background facts in this matter are as follows:

15 **The Kentucky State District Council of Carpenters**

16 1. During the time periods described herein, KSDCC was a labor organization  
17 representing approximately 4,000 carpenters, millwrights, and other crafts  
18 persons within the State of Kentucky. It was affiliated with the United  
19 Brotherhood of Carpenters and Joiners of America ("UBC"), its international  
20 union. Until 1999, the UBC and KSDCC were members of the AFL-CIO.

21 a. In March 2004, the UBC dissolved KSDCC's charter and merged its  
22 operations into the carpenters union in Indiana, now called the Indiana-  
23 Kentucky Regional Council of Carpenters.

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1           b. The Indiana-Kentucky Regional Council of Carpenters is a party to this  
2           matter solely as successor-in-interest to the Kentucky State District  
3           Council of Carpenters.

4       2. During the time periods described herein, KSDCC was headquartered in  
5       Frankfort, Kentucky, under the direction of the Executive Staff made up of  
6       Steve Barger, as Executive Secretary-Treasurer; Tom Schulz, as Assistant  
7       Business Manager and General Counsel; and Jerry Landers, as Director of  
8       Organizing.

9       a. The Executive Secretary-Treasurer was the union's top official and had  
10       the authority to make most decisions on behalf of the union without the  
11       concurrence or approval of the Executive Board. Respondents contend  
12       that nearly all decisions were brought to the attention of the Executive  
13       Board's members and union delegates, and that if a legal issue was  
14       involved, then Tom Schulz may have been consulted.

15       b. The Assistant Business Manager and Director of Organizing reported  
16       directly to the Executive Secretary-Treasurer, who managed the union's  
17       day-to-day operations and reported the union's activities on a monthly  
18       basis to the Executive Board.

19       3. KSDCC typically employed approximately fourteen union members as field  
20       representatives who operated out of one or more local union offices spread  
21       throughout the State.

22       a. Field representatives had a number of responsibilities, including recruiting  
23       new union members, representing current members in labor disputes and

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1                   grievances, meeting with union and nonunion contractors to create union  
2                   jobs, providing information to members about health, welfare, pension and  
3                   retirement benefits, conducting training classes and participating in  
4                   various civic programs.

5                   b. In addition, field representatives were responsible for active participation  
6                   in the union's political program, which included, but was not limited to,  
7                   political communications with their membership to urge their support of  
8                   candidates for public office endorsed by the union. In support of these  
9                   activities, the field representatives would be asked to meet with the  
10                  endorsed candidates and confer with them about their positions on issues  
11                  and their strategies for winning their elections.

12                  c. Field representatives documented their activities in weekly timesheets and  
13                  weekly activity reports, which were submitted to and reviewed by the  
14                  Executive Staff. The timesheets and weekly activity reports were also  
15                  reviewed before the union approved each representative's weekly payroll  
16                  voucher.

17                  d. Field representatives were paid a salary based upon a 45-hour workweek.  
18                  In 2003, the average weekly salary provided to field representatives was  
19                  approximately \$1,100, with senior field representatives receiving an  
20                  additional 10 percent.

21                  e. KSDCC did not impose set working hours and, instead, required that  
22                  representatives work until they get the job done. Field representatives  
23                  were advised at the time of hiring that they were expected to work nights

1 and weekends from time to time. Many field representatives worked more  
2 than 45 hours per week on a regular basis, some as much as 60 to 80 hours  
3 per week, without overtime pay.

4 f. During the time periods described herein, all field representatives were  
5 under the supervision and direction of Mr. Barger, as the Executive  
6 Secretary-Treasurer. Field representatives reported their activities directly  
7 to Mr. Schulz and Mr. Landers, who reported directly to Mr. Barger.  
8 During election campaign seasons, field representatives also reported their  
9 activities to KSDCC's Political Director, Don Mitchell.

10 **Political Activity Overview**

11 4. During at least the 1998, 2000, and 2002 election cycles, KSDCC's election  
12 campaign activity began after candidates filed their statements of candidacy at  
13 the end of January each year. At that time, KSDCC sent each candidate a  
14 questionnaire on issues important to the union. Those candidates were then  
15 discussed by the union's delegates who ultimately voted on which candidates  
16 would receive the union's endorsement. Once endorsements were made, the  
17 union's campaign activities increased shortly before the primary election in  
18 the spring and then slowed down until late summer. In late summer, the  
19 union's campaign activities accelerated until after election day in November,  
20 with the last ten weeks before the general election being the busiest of each  
21 election campaign season.

22 5. For many years, KSDCC, through its officers, instructed field representatives  
23 to use the term "membership education" in union records as a catch-all phrase

1 to describe the time spent by field representatives on political activities at the  
2 request and direction of the Executive Staff. "Membership education" was  
3 not limited to permissible communications with the union's restricted class  
4 but included campaign activities directed to the general public. Respondents  
5 contend that KSDCC personnel used the term "membership education" in  
6 union records to describe many activities, including, but not limited to, time  
7 spent by field representatives on political activities that may have been  
8 requested by the Executive Staff. Barger, Mitchell, Schulz, and other union  
9 personnel were aware of and authorized such use of the term.

- 10 6. Evidence before the Commission showed that the term "membership  
11 education" was used to conceal the true extent of the field staff's federal  
12 campaign activities. Respondents contend that they did not intend to conceal  
13 the true extent of their federal campaign activities.

14 **Respondents' Knowledge of Relevant Laws**

- 15 7. The AFL-CIO historically advised KSDCC (during the time the two unions  
16 were affiliated) that union staff and members could not engage in activities  
17 directed to the general public for federal campaigns unless they did so on a  
18 volunteer basis and that the union should focus its political efforts instead on  
19 educating union members and their families.
- 20 8. KSDCC routinely received BNA reports and FEC mailings on campaign  
21 finance law, which were reviewed by the union's leadership on a regular  
22 basis.

9. Political Director Don Mitchell learned from Mr. Schulz (KSDCC's legal counsel) and from political directors' meetings held by the UBC that union employees cannot be paid for the time they spend working on federal campaigns where the work involves communications or activities directed to the public in general; i.e., communications or activities not limited to educating union members.

10. Evidence before the Commission showed that KSDCC's advice to its employees about what they could or could not do under federal campaign finance laws was vague, which led to some field representatives not clearly understanding what they could and could not do within the bounds of the law.

### Candidate Assignments

11. Each election year, KSDEC assigned its field representatives to work with federal, state, and local candidates endorsed by the union. During the time periods discussed herein, the assignments were determined by Barger, Landers and Mitchell, who discussed which field representatives should be primarily assigned to which endorsed candidates. These determinations were based primarily on assigned geographic work areas. Field representatives generally played little or no role in the determination of candidate assignments.

12. KSDCC assigned some representatives to work for a single candidate and others to work for multiple candidates. In addition to the formal assignments, most field representatives assisted candidates to whom they were not officially assigned.

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- 1           a. In 1998, field representatives were assigned to and/or assisted the  
2           following federal candidates: Tom Barlow (1<sup>st</sup> Congressional District),  
3           Chris Gorman (3<sup>rd</sup> Congressional District), Ken Lucas (4<sup>th</sup> Congressional  
4           District), Earnesto Scorsone (6<sup>th</sup> Congressional District), and Scotty  
5           Baesler (U.S. Senate).
- 6           b. In 2000, field representatives were assigned to and/or assisted the  
7           following federal candidates: Al Gore (President), Brian Roy (1<sup>st</sup>  
8           Congressional District), Eleanor Jordan (3<sup>rd</sup> Congressional District), Ken  
9           Lucas (4<sup>th</sup> Congressional District), and Scotty Baesler (6<sup>th</sup> Congressional  
10          District).
- 11          c. In 2002, field representatives were assigned to and/or assisted the  
12          following federal candidates: Klint Alexander (1<sup>st</sup> Congressional District),  
13          Jack Conway (3<sup>rd</sup> Congressional District), Ken Lucas (4<sup>th</sup> Congressional  
14          District), and Lois Combs Weinberg (U.S. Senate).

- 15        13. Field representatives acted as the union contact or point person for the  
16        campaigns, participated in various campaign activities (such as rallies,  
17        precinct walks, handbilling, and the posting of campaign signs), and recruited  
18        volunteers for the campaigns.

19                   **Union Participation in Activities Organized by Campaigns**

- 20        14. Since at least 1998, field representatives generally participated in a variety of  
21        campaign activities on behalf of KSDCC's endorsed candidates. These  
22        activities included communications with its members as well as activities  
23        directed to the general public, such as the posting of campaign signs,



1 participation in precinct walks, campaign rallies, debates, press conferences,  
2 phone banks, and handbilling, and appearances in television advertisements.

- 3 15. Posting campaign signs and attending campaign events made up the largest  
4 portion of a field representative's political activities. Many field  
5 representatives posted campaign signs, including signs posted in public places  
6 for one or more of the following federal candidates: Al Gore/Joe Lieberman,  
7 Eleanor Jordan, Brian Roy, Lois Combs Weinberg, Jack Conway, Scotty  
8 Baesler, Tom Barlow, Klint Alexander, and Ernesto Scorsone.

9 **Close Interaction Between Union Employees and Campaign Staff**

- 10 16. Evidence before the Commission showed that most of the campaign activities  
11 performed by field representatives were organized by or through the  
12 campaigns themselves. Field representatives worked closely with their  
13 assigned candidates and looked to the campaign staff for guidance and  
14 direction on where to focus their efforts on behalf of the candidate. This  
15 guidance and direction resulted in communications and other activities  
16 directed to the general public and members of the union.

- 17 17. At the request of Mr. Mitchell, two field representatives had their own desks  
18 in the campaign offices of federal candidates. One field representative had a  
19 desk and filing cabinet at the campaign headquarters of his assigned  
20 candidate, Brian Roy, in the fall of 2000. Another field representative had a  
21 desk in Eleanor Jordan's campaign office in the fall of 2000.

- 22 18. Although not all field representatives had their own desks in campaign offices,  
23 most assigned to federal candidates attended formal campaign committee

1 meetings and had conversations with the candidates and their staff on a  
2 regular basis.

3 19. Mr. Barger wrote letters to candidates endorsed by the union, stating his  
4 intention that field representatives "will work directly in your campaign  
5 offices and will assist you in any way possible to help you win the election."  
6 In addition to state and local candidates, Mr. Barger sent these letters to at  
7 least three federal candidates in 2000: Brian Roy, Eleanor Jordan and Scotty  
8 Baesler.

9 20. Field representatives were assigned to work directly for various candidates as  
10 part of a larger effort by the union leadership to involve KSDCC in the  
11 campaigns of its endorsed candidates. Barger, Schulz and Landers had each  
12 expressed a desire that the union have a more visible presence in each  
13 campaign and that the union not be known simply for placing campaign signs.  
14 This desire resulted from instances where the union had to remind candidates,  
15 once they were successfully elected into office, how the union helped get  
16 them elected.

17 21. Evidence before the Commission showed that when working directly for  
18 federal campaigns, field representatives participated in activities directed to  
19 the general public in addition to communications directed to its union  
20 members.

21 **Integration of Campaign Assignments and Job Responsibilities**

22 22. Many field representatives felt that participation in campaign activity directed  
23 to the general public is (or was) expected as part of their job, and some

1 explained that they did not feel they had the choice to refuse a candidate  
2 assignment or decide not to attend a specific campaign event when asked or  
3 instructed by union officials, including events scheduled on nights and  
4 weekends.

5 23. No field representative ever refused a candidate assignment, and all field  
6 representatives documented the hours they spent on campaigns in their  
7 timesheets and weekly activity reports. Although some representatives were  
8 more descriptive than others in documenting campaign activity, all field  
9 representatives logged political hours in their timesheets since at least 1998.

10 24. Some field representatives felt that they could be fired or suffer adverse  
11 consequences on the job if they failed to participate in campaign activities  
12 directed to the general public, and, in some instances, union officials criticized  
13 field representatives for failing to attend rallies or other campaign events.

14 25. The hours logged by field representatives during the weeks leading up to  
15 primary and general elections demonstrate a shift in their work priorities from  
16 organizing and other nonpolitical activities to assisting the endorsed  
17 campaigns, both state and federal.

18 26. Based upon weekly salaries and the total hours worked, KSDCC provided as  
19 much as \$141,000 in salaries for union staff working with the union's  
20 endorsed candidates during the ten weeks preceding the general elections in  
21 1998, 2000, and 2002.

22 27. Many of the hours spent on campaign activity was in connection with federal  
23 campaigns, and participation in campaign activity intensified during the

months and weeks leading up to general elections. Activity during this time also included communications to KSDCC's members regarding the union's endorsed candidates.

28. Field representatives made little or no attempt to make up or complete their work hours during campaign season when they participated in activities directed to the general public, and some believed their long hours throughout the year justified not making up their hours during campaign season for those activities. Others found it difficult to distinguish between working hours and personal time because the field representatives have no set hours and frequently work nights and on weekends.

**Hiring Additional Staff to Work Solely on Campaigns**

29. KSDCC hired three union members as "membership education interns" on a temporary basis during the six-week period before the general election in 2000, the period during which KSDCC was most involved in its endorsed campaigns.

30. The "membership education interns" were hired for the purpose of assisting the union's endorsed federal and nonfederal candidates. These interns participated in the same or similar campaign activities as conducted by the field representatives, including activities directed to the general public and communications to the union's members.

**Monetary Contributions to Federal Candidates**

31. Since at least the 2000 election cycle, KSDCC solicited and monitored contributions by its employees to federal candidates endorsed by the union.

- 1        32. Before general and primary elections, KSDCC informed field representatives  
2        of the "opportunity" to contribute. KSDCC identified which candidates to  
3        support, the amount to contribute, and the date by which to do so. KSDCC  
4        then collected the contributions from the field representatives, packaged the  
5        contributions together, and forwarded them directly to candidates'  
6        committees. Every field representative who was solicited eventually  
7        contributed.
- 8        33. KSDCC also requested that its parent union, the UBC, contribute to these  
9        same candidates through UBC's separate segregated fund, the Carpenters  
10       Legislative Improvement Committee ("CLIC").
- 11       34. In 2002, KSDCC employees were solicited to contribute to the four  
12       congressional candidates endorsed by the union: Klint Alexander, Jack  
13       Conway, Lois Weinberg, and Ken Lucas. KSDCC collected and forwarded  
14       contributions from fifteen field representatives, each of whom contributed  
15       fifty or one-hundred dollars to each candidate's primary and general election  
16       campaigns, except for one individual who contributed \$200 to each campaign,  
17       for a total of \$12,950. At the request of KSDCC, CLIC also contributed  
18       \$15,000 to three candidates in 2002.
- 19       35. In 2000, KSDCC employees were solicited to contribute to the four  
20       congressional candidates endorsed by the union: Scotty Baesler, Eleanor  
21       Jordan, Ken Lucas, and Brian Roy. KSDCC collected and forwarded  
22       contributions from approximately fifteen field representatives, each of whom  
23       contributed seventy-five dollars to the primary campaigns of these candidates

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1 and one hundred dollars to the general election campaigns of each candidate,  
2 for a total of \$8,625. Likewise, at the request of KSDCC, CLIC contributed  
3 \$30,000 to three candidates in 2000.

4 36. KSDCC Political Director Don Mitchell managed the process of soliciting and  
5 collecting contributions from KSDCC employees in consultation with Steve  
6 Barger. Mr. Mitchell would inform field representatives of which endorsed  
7 candidates to support, how much to contribute, and a deadline by which  
8 contributions needed to be sent to the union office. Contributions were sent to  
9 the union office at the instruction of Mr. Barger, who believed that the  
10 contributions would have a greater impact if they were packaged together.

11 37. Don Mitchell and the Executive Staff regularly contacted field representatives  
12 who did not send their contributions to the union office by the deadline and  
13 asked them to send their contributions.

14 38. Once field representatives sent their contributions to the union office, the  
15 office manager checked off their names on lists that were maintained for each  
16 candidate. Records were also created to note who contributed to which  
17 candidate and the amount of the contribution.

18 39. Once all contributions were received and recorded, the office manager drafted  
19 cover memos to each candidate on KSDCC letterhead listing the names of the  
20 individual contributors and the aggregate total of the contributions. The office  
21 manager would then send the memorandum, signed by Steve Barger, along  
22 with the individual contributions directly to the candidate's campaign office.

**Facilitating and Bundling Contributions**

40. Respondents facilitated contributions by asking its employees to contribute, identifying whom to support, recommending an amount to contribute, collecting the contribution checks, and bundling and sending the contributions to candidates.
- a. Respondents created checklists for each candidate, which administrative staff marked off when employees' checks were received at the office.
  - b. Respondents copied all checks received by its employees and CLIC.
  - c. Respondents prepared summaries listing how much each employee gave to each candidate.
  - d. Respondents drafted memos to candidates on union stationery, listing the names and aggregate contributions from its employees. Respondents drafted similar memos to candidates on union stationery listing contributions from CLIC.
41. From 2000 through 2002, Respondents facilitated and served as a conduit for individual earmarked contributions to federal candidates totaling \$21,575.
42. Evidence before the Commission showed that contributing to candidates was a required part of the job for field representatives and that some field representatives thought that they would face reprisals if they did not contribute, including being fired and being prevented from obtaining future union jobs.
43. In response to some field representatives who complained about the financial strain of the contributions, Mr. Mitchell suggested that field representatives

1 stagger their contributions by writing a different check each week to a  
2 different candidate. Mr. Mitchell also advised new hires, who received a  
3 lower probationary salary, that they could contribute less than other field  
4 representatives.

- 5 44. No field representative ever declined KSDCC's request to contribute to a  
6 candidate.

7 **Membership Communications**

8 45. Each election cycle, KSDCC made communications to its members expressly  
9 advocating the election of its endorsed candidates. During federal election  
10 years, these communications included express advocacy on behalf of federal,  
11 state and local candidates.

12 46. Before each general election, KSDCC distributed a special edition of its  
13 quarterly newsletter to its 4,000 members that focused on the upcoming  
14 election. These special edition newsletters contained language expressly  
15 advocating the election of clearly identified federal candidates.

16 47. In addition to the newsletter, KSDCC conducted phone banks, which typically  
17 took place just days before each general election and encouraged members to  
18 vote for the candidates supported by the union. In 2000, KSDCC also began  
19 sending taped messages to its members through an automated telephone  
20 system. The messages were read by federal and state candidates, during  
21 which each candidate asked union members for their support on election day.

22 48. KSDCC also conducted member-targeted mailings and phone banks through  
23 the local union offices. Shortly before the general election, each local union



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1 sent out a mailing and conducted a phone bank urging members in the local  
2 union's geographical area to vote for KSDCC's endorsed or otherwise  
3 targeted candidates. The mailings also enclosed campaign literature from the  
4 AFL-CIO, which included issue comparisons between the endorsed federal  
5 candidates and their opponents and stated which candidates were  
6 "recommended" by the union on election day.

7 49. Evidence before the Commission showed that KSDCC spent more than  
8 \$2,000 per election for communications to its members that expressly  
9 advocated the election of clearly identified candidates for federal office but  
10 failed to report the associated costs in accordance with 2 U.S.C.  
11 § 431(9)(B)(iii).

12 50. The above statement of facts does not constitute conclusions of law.  
13 Conclusions of law are contained in Section VI, below, which sets forth the  
14 violations committed by Respondents.

15 VI. Respondents committed the following violations:

- 16 1. Respondents violated 2 U.S.C. § 441b by making and/or consenting to in-kind  
17 contributions to federal candidates.
- 18 a. Although the Act and its implementing regulations allowed KSDCC to  
19 make bona fide membership communications within the meaning of  
20 2 U.S.C. § 431(9)(B)(iii), field representatives did not limit their federal  
21 campaign activities to bona fide membership communications during the  
22 time they spent working directly for federal campaigns.

b. Because engaging in activities directed to the general public on behalf of federal candidates was part of each field representative's job responsibilities for the union, KSDCC made in-kind contributions to those candidates by providing them with something of value. *See* 2 U.S.C. § 441b.

c. Even if engaging in activities directed to the general public on behalf of federal candidates was not part of each field representative's official job responsibilities for the union, the compensation paid by KSDCC to the field representatives for the time they spent engaging in such activities on behalf of federal candidates would nevertheless constitute contributions from KSDCC to those candidates, because:

(1) the field representatives did not make up or complete the working hours taken to provide services to the campaigns, *see* 11 C.F.R.

§ 100.7(a)(3)(i);

(2) the union did not pay the field representatives on commission or only for the work actually performed, *see* 11 C.F.R. § 100.7(a)(3)(ii); and

(3) field representatives did not use bona fide vacation time or other earned leave to perform services for federal campaigns, *see* 11 C.F.R. § 100.7(a)(3)(iii).

2. Respondents violated 2 U.S.C. § 441b(a) and 11 C.F.R. §§ 114.2(f) and 110.6(b)(2)(ii) by facilitating and serving as a conduit for earmarked contributions to federal candidates.

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3. The Commission found probable cause to believe that Respondents knowingly and willfully committed the violations in Paragraphs 1 and 2, above.

Respondents contend that they did not intend to violate the Act and, therefore, do not admit to knowing and willful violations.

4. KSDCC violated 2 U.S.C. § 431(9)(B)(iii) by failing to report the costs of membership communications containing express advocacy that exceeded \$2,000 in any given election.

5. The Commission found probable cause to believe that the Indiana-Kentucky Regional Council of Carpenters committed the violations in Paragraphs 1, 2, and 4, above, solely in its capacity as the successor-in-interest to the KSDCC.

VII. Respondents will take the following actions:

1. Respondents will pay a civil penalty to the Federal Election Commission in the amount of two hundred ninety-seven thousand dollars (\$297,000), pursuant to 2 U.S.C. § 437g(a)(5)(A).

2. Respondents will cease and desist from violating 2 U.S.C. §§ 441b(a) and 431(9)(B)(iii) and 11 C.F.R. §§ 114.2(f) and 110.6(b)(2)(ii).

3. The Indiana-Kentucky Regional Council of Carpenters, as the successor-in-interest to KSDCC, will send at least three representatives of the union to attend an FEC training conference for labor organizations within one year of the effective date of this agreement. One of these representatives shall be the union official with primary responsibility for the union's political program.

4. The Indiana-Kentucky Regional Council of Carpenters, as the successor-in-interest to KSDCC, will inform all union members and employees of the

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- 1                   union of what political activities are permissible and prohibited under the Act  
2                   and conduct internal training seminars for employees of the union.
- 3   VIII.   The Commission, on request of anyone filing a complaint under 2 U.S.C.  
4           § 437g(a)(1) concerning the matters at issue herein or on its own motion, may  
5           review compliance with this agreement. If the Commission believes that this  
6           agreement or any requirement thereof has been violated, it may institute a civil  
7           action for relief in the United States District Court for the District of Columbia.
- 8   IX.    This agreement shall become effective as of the date that all parties hereto have  
9           executed same and the Commission has approved the entire agreement.
- 10   X.    Unless otherwise specified herein, Respondents shall have no more than 30 days  
11           from the date this agreement becomes effective to comply with and implement the  
12           requirements contained in this agreement and to so notify the Commission.

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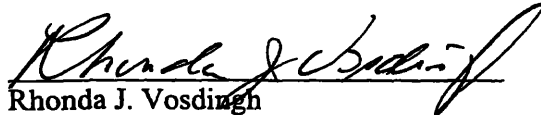
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- 1 XI. This Conciliation Agreement constitutes the entire agreement between the parties  
2 on the matters raised herein, and no other statement, promise, or agreement, either  
3 written or oral, made by either party or by agents of either party, that is not  
4 contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

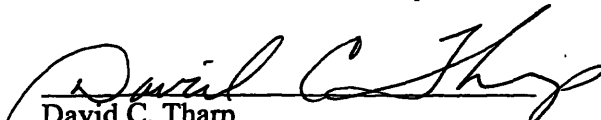
Lawrence H. Norton  
General Counsel

BY:


  
Rhonda J. Vosdingh  
Associate General Counsel

9/27/07  
Date

FOR THE RESPONDENTS:

  
David C. Tharp  
Executive Secretary-Treasurer  
Indiana-Kentucky Regional Council of Carpenters

9/10/04  
Date

  
James Stephen Barger

9/3/04  
Date

  
Donald Mitchell

09/09/04  
Date

  
Thomas Schulz

9/3/04  
Date